

175885

TELECOM
PI
PROFESSIONALS, INC.

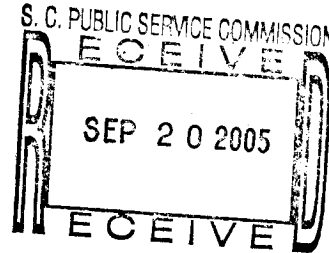
Judith A. Riley, J.D.

2912 Lakeside Drive, Suite 100
Oklahoma City, OK 73120

September 19, 2005

Overnight Delivery

South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210



Re: DialTone & More, Inc.
Docket No. 2005-123-C – Order No. 2005-455

Enclosed please find an original and four (4) copies of the initial tariff of DialTone & More pursuant to the above referenced Order. Changes were made to the proposed tariff originally filed with the Application pursuant to ORS instructions.

Please acknowledge receipt of this filing by file stamping the duplicate letter of transmittal enclosed herewith and returning it in the self-addressed stamped envelope included for this purpose.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177 ext. 24.

Sincerely,

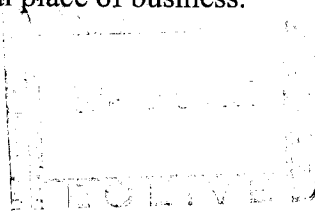
A handwritten signature in cursive script that reads "Judith A. Riley".
Judith A. Riley

Enclosures

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Dialtone & More, Inc., with principal offices at 6784 West Broad Street, Douglasville, GA 30134. This tariff applies for services furnished within the state of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.



Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

CHECK SHEET

Sheets 1 through 31 inclusive of this tariff are effective as of the date shown at the bottom of each respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Appendix

Issued: September 20, 2005

Effective: September 21, 2005

by:

Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134

TABLE OF CONTENTS

Title Page	1
Check Sheet	2
Table of Contents	3
Alphabetical Index	4
Symbols	6
Tariff Format	7
Section 1 - Technical Terms and Abbreviations	8
Section 2 - Rules and Regulations	9
Section 3 - Description of Service	22
Section 4 – Maximum Rates	26
Section 5 – Specialized Service Arrangements	30
Appendix – Current Rates	31

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

ALPHABETICAL INDEX

	<u>Section</u>
Ancillary Charges	4.2
Billing and Charges	2.10
Calculation of Distance	3.2
Cancellation or Discontinuance of Service	2.5
Collection Costs	2.11
Customer Complaints and/or Billing Disputes	2.12
Customized Service Packages	5.1
Deposits	2.8
Description of Service	3
Directory Assistance	4.3
Finance Charge	4.5
Interruption of Service	2.6
Liability of the Company	2.3
Marketing	2.14
Maximum Rates	4
Minimum Call Completion Rate	3.3
Payphone Use Surcharge	4.4
Rate Schedules	4.1
Reconnection Charge	4.7
Reseller/Rebiller Certification	2.13
Responsibilities of the Customer or Subscriber	2.4
Restoration of Service	2.7
Return Check Charges	4.6
Rules and Regulations	2
Service Offerings	3.4
Special Promotional Offerings	3.5
Specialized Service Arrangements	5

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

ALPHABETICAL INDEX (Continued)

	<u>Section</u>
Taxes	2.9
Technical Terms and Abbreviations	1
Timing of Calls	3.1
Undertaking of Dialtone & More, Inc.	2.1
Use and Limitations of Services	2.2

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

SYMBOLS

The following are the only symbols used for the purposes indicated below:

D	Delete or Discontinue
I	Change Resulting in an Increase to a Customer's Bill
M	Moved From Another Tariff Location
N	New
R	Change Resulting in a Reduction to a Customer's Bill
T	Change In Text or Regulation but no Change in Rate or Charge

Issued: September 20, 2005

Effective: September 21, 2005

by:

Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SCPSC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the SCPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the SCPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the SCPSC.

Issued: September 20, 2005

Effective: September 21, 2005

by:

Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission – South Carolina Public Service Commission.

Company, Carrier – Dialtone & More, Inc.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

RBOC – Regional Bell Operating Company

Telecommunications -- The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Dialtone & More, Inc.**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Dialtone & More, Inc. for telecommunications between points within the State of South Carolina. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in South Carolina.

2.1.1 The services provided by Dialtone & More, Inc. are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Dialtone & More, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Dialtone & More, Inc..

Issued: September 20, 2005**Effective: September 21, 2005**

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)

2.1 Undertaking of Dialtone & More, Inc. (continued)

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or a provision of this tariff.

2.1.4 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Use and Limitations of Services

2.2.1 Dialtone & More, Inc.'s services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of Dialtone & More, Inc.'s services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of Dialtone & More, Inc.'s services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 Dialtone & More, Inc. does not transmit messages, but the services may be used for that purpose.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)

2.2 Use and Limitations of Services (continued)

2.2.5 Dialtone & More, Inc.'s services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.

2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.2.8 All facilities provided under this tariff are directly controlled by Dialtone & More, Inc. and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)

2.3 Liability of the Company (continued)

- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)

2.3 Liability of the Company (continued)

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer or Subscriber

2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Dialtone & More, Inc. on the Customer's behalf.

2.4.3 If required for the provision of Dialtone & More, Inc. services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Dialtone & More, Inc.'s services.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)**2.4 Responsibilities of the Customer or Subscriber (continued)**

- 2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Dialtone & More, Inc. facilities or services, that the signals emitted into the Dialtone & More, Inc. network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Dialtone & More, Inc. will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Dialtone & More, Inc. equipment, personnel, or the quality of service to other Customers, Dialtone & More, Inc. may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Dialtone & More, Inc. may, upon written notice, terminate the Customer's service.

- 2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
- 2.4.7 The Customer must pay for the loss through theft of any Dialtone & More, Inc. equipment installed at Customer's premises.
- 2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers. The Customer is responsible for all direct dial calls originated at the Customer's numbers and/or premises. Any calls placed by fraudulent means should be investigated prior to the Company attempting to hold the customer responsible for such.

Issued: September 20, 2005**Effective: September 21, 2005**

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)

2.4 Responsibilities of the Customer or Subscriber (continued)

2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.5 Cancellation or Discontinuance of Services

2.5.1 Without incurring liability, Dialtone & More, Inc. may, upon five working days written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due Dialtone & More, Inc. for more than thirty days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Dialtone & More, Inc. from furnishing its services.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)

2.5 Cancellation or Discontinuance of Services (continued)

- 2.5.2 Without incurring liability, Dialtone & More, Inc. may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by Dialtone & More, Inc., without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when Dialtone & More, Inc. deems it necessary to take such action to prevent unlawful use of its service. Dialtone & More, Inc. will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)

2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)**2.6 Interruption of Service (continued)**

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

CREDIT FORMULA:

$$\text{Credit} = (A \times B) / 720$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

2.8 Deposits

Dialtone & More, Inc. may, in order to safeguard its interests, require a Customer to make a cash security deposit, irrevocable letter of credit or other means prior to or any time after the provision of Services to Customer (collectively called "Deposit"). The Deposit, to be held by Dialtone & More, Inc. as a guarantee or security for the payment of charges incurred and may be increased at any time upon Dialtone & More, Inc.'s request and in its sole discretion. Dialtone & More, Inc.'s obligation to provide Services is contingent upon an initial and continuing credit approval based upon the criteria set forth by the Commission Rules and Regulations, R103-621 A.1, A.3 and A.4. Additional Deposit amounts may be required after Services commence pending continuing review of issues which include but are not limited to Customer's monthly revenue, payment history, financial condition and as security against disputed amounts.

Issued: September 20, 2005**Effective: September 21, 2005**

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)

2.9 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.10 Billing and Charges

2.10.1 Dialtone & More, Inc. will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 20 days.

2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month will be billed monthly in arrears.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

2.12 Customer Complaints and/or Billing Disputes

2.12.1 Customers may contact Dialtone & More, Inc.'s representatives 24 hours a day, 7 days a week at 1-888-973-6835, or by writing to Dialtone & More, Inc., Customer Service Division, 6784 West Broad Street, Douglasville, GA 30134

2.12.2 Any objection to billed charges should be reported within forty-five (45) days of the date of the invoice to Dialtone & More, Inc.. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Office of Regulatory Staff (ORS) to intervene in the billing dispute.

Office of regulatory Staff
Consumer Services department
P.O Box 11263
Columbia, SC 29201
Telephone Number – 803-737-5230
Toll Free Number 1- 800-922-1531
Fax Number 803-737-4750

2.13 Reseller/Rebiller Certification

Any Customer that resells or rebills the Dialtone & More, Inc. services set forth in this tariff must possess all certifications and authorizations required by the South Carolina Public Service Commission and all other pertinent authorities.

Issued: September 20, 2005**Effective: September 21, 2005**

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

2. RULES AND REGULATIONS (continued)**2.14 Marketing**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that as a provider of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

Issued: September 20, 2005**Effective: September 21, 2005**

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 The Customer's long distance usage charge is based on the actual usage of Dialtone & More, Inc.'s network. There will be no charges for incomplete or unanswered calls.
- 3.1.2 The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.
- 3.1.3 All calls will be rounded to the second decimal place amount of a call charge.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

3. DESCRIPTION OF SERVICE (continued)**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

FORMULA:
$$2 \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

<u>VH</u>		
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	-879

Square and add: $11,249,316 + 772,641 = 12,021,957$

Divide by 10 and round: $12,021,957 / 10 = 1,202,195.70$
 $= 1,202,196$

Take square root and round: $1,202,196 = 1,096.4$
 $= 1,097 \text{ miles}$

Issued: September 20, 2005

Effective: September 21, 2005

by:

Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134

3. DESCRIPTION OF SERVICE (continued)

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

3.4 Service Offerings

3.4.1 Switched Access Services

Dialtone & More, Inc. Switched Access Service allows a customer to access the Company's long distance network via FGD access.

3.4.1.A. Inbound Switched Service

Dialtone & More, Inc. Inbound Switched Service receives inbound Intrastate calls on Switched Access Lines using 800 or 888 number(s).

3.4.1.B. Outbound Switched Service

Dialtone & More, Inc. Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

3. DESCRIPTION OF SERVICE (continued)

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be filed both at the PSC and ORS.

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

SECTION 4 – MAXIMUM RATES

4.1 Rate Schedules

4.1.1 Inbound Switched Service

Inbound Switched Service - \$0.13 per minute

4.1.2 Outbound Switched Service

Outbound Switched Service - \$0.128 per minute

Issued: September 20, 2005

Effective: September 21, 2005

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

4. MAXIMUM RATES (continued)**4.2 Ancillary Charges**

	MRC	NRC
Outbound Account Codes (non-verified)	\$ 20.00	\$ 50.00
Outbound Account Codes (verified)	\$ 20.00	\$ 50.00
Inbound Account Codes (non-verified)	\$120.00	\$170.00
Inbound Account Codes (verified)	\$120.00	\$170.00
Monthly CDR per CD ROM	\$150.00	\$ 00.00
8XX SMS Fee (per active 8XX)	\$ 1.60	\$ 10.00
8XX Directory Assistance (per 8XX listed)	\$100.00	\$100.00
8XX Area Code Blocking	\$ 00.00	\$ 60.00
Unauthorized PIC (per ANI)	\$ 00.00	\$ 50.00

Issued: September 20, 2005**Effective: September 21, 2005**

by:

Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134

4. MAXIMUM RATES (continued)**4.3 Directory Assistance**

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge - \$2.50

Issued: September 20, 2005**Effective: September 21, 2005**

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

4. MAXIMUM RATES (continued)**4.4 Payphone Use Surcharge**

An undiscountable payphone use surcharge of \$.50 shall apply to each coinless call which Dialtone & More, Inc. can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Dialtone & More, Inc. calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Dialtone & More, Inc.'s service.

4.5 Finance Charge

A maximum of one and a half percent (1-1/2 %) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.

4.6 Return Check Charges

The Company will assess a return check charge not to be exceed that allowed by applicable state Law as contained in S.C.Code Ann.34-11-70.

4.7 Reconnection Charge

A reconnection fee of \$50.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

Issued: September 20, 2005**Effective: September 21, 2005**

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

SECTION 5 –SPECIALIZED SERVICE ARRANGEMENTS**5.1 Customized Service Packages**

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to review by the Commission and the Office of Regulatory Staff (ORS).

Issued: September 20, 2005**Effective: September 21, 2005**

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

APPENDIX**CURRENT RATES**1 **Inbound Switched Service**

Inbound Switched Service - \$0.065 per minute

2 **Outbound Switched Service**

Outbound Switched Service - \$0.064 per minute

3 **Ancillary Charges**

	MRC	NRC
Outbound Account Codes (non-verified)	\$10.00	\$25.00
Outbound Account Codes (verified)	\$10.00	\$25.00
Inbound Account Codes (non-verified)	\$60.00	\$85.00
Inbound Account Codes (verified)	\$60.00	\$85.00
Monthly CDR per CD ROM	\$75.00	\$00.00
8XX SMS Fee (per active 8XX)	\$ 0.80	\$ 5.00
8XX Directory Assistance (per 8XX listed)	\$50.00	\$50.00
8XX Area Code Blocking	\$00.00	\$30.00
Unauthorized PIC (per ANI)	\$00.00	\$25.00

4 Directory Assistance - \$1.29 per inquiry

5 Reconnection Charge - \$25.00

Issued: September 20, 2005

Effective: September 21, 2005

by:

Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134